the necessity for any degree of diligence whatever is not expressly set forth. A sworn copy was admitted after effort had been made to procure the original in *Fisher* v. *Greene,* 95 Ill. 94, but the Court do not state whether such preliminary effort was essential. In *Phillips* v. *United States Benevolent Society,* 125 Mich. 186, the cases are reviewed and the conclusion arrived at that diligence to procure the original must be pursued, and if the efforts prove fruitless a sworn copy must be produced when it is practicable to do so.

GUARDIAN AND WARD — LIABILITY ON BONDS — GENERAL AND SPECIAL BONDS.—Suit on a guardian's general bond against the surety thereon. The defendant set up in answer that part of the amount claimed consisted of the proceeds from a sale of the ward's real estate, upon which sale a special sales bond had been given. A demurrer to the answer was sustained, and defendant assigns this ruling as error. *Held,* the demurrer was properly sustained. The special sales bond was merely cumulative security and did not release the general bond from liability to account for such proceeds. *Southern Surety Co.* v. *Burney et. al.,* (Okl. 1912) 126 Pac. 748.

The holding in the principal case seems to be against the numerical weight of authority. Massachusetts, Maine, New York, Pennsylvania, Missouri, Indiana, and Nevada hold that the special bondsmen *only* are liable to account for the proceeds of a sale of the ward's real estate where such a special sales bond is required and furnished. *Mattoon* v. *Cowing,* 13 Gray, 387: *Judge of Probate* v. *Toothaker,*83 Me. 195, 22 Atl. 119: *Allen* v. *Faye,* 63 N. Y. Supp. 1031: *Blauser* v. *Diehl,* 90 Pa. 350: *Com.* v. *American Bonding Co.,* 212 Pa. St. 365, 61 Atl. 939: *State* v. *Peterman,* 66 Mo. App. 257: *Colburn* v. *State,* 47 Ind. 310: (but see dictum in *Yost* v. *State,* 80 Ind. 350); *Henderson* v. *Coover,* 4 Nev. 429. The rule in Iowa is also contrary to the principal case, but the difference may be accounted for by the difference in the statutes of the two states. See *Madison County* v. *Johnston,* 51 Iowa 152, 50 N. W. 492. Kentucky, Mississippi, and Texas seem to be in accord with the principal case. *Barker* v. *Boyd,* 24 Ky. L. Rep. 1389, 71 S. W. 528; *State* v. *Cox,* 62 Miss. 786; *Fidelity and Deposit Co.* v. *Schelper,* 37 Tex. Civ. App. 393, 83 S. W. 871. Florida makes the general bond primarily liable. *Hart* v. *Stribling,* 21 Fla. 136. West Virginia, on the other hand, makes the special bond primarily liable. *Findley* v. *Findley,* 42 W. Va. 372,26 S. E. 433: (but see *Kester* v. *Hill,* 42 W. Va. 611, 26 S. E. 376). Ohio holds the two bonds jointly liable. *Swisher* v. *McWhinney,* 64 Ohio St. 343, 60 N. E. 565. It is submitted however that the decision in the principal case is best calculated to protect the interest of the ward.

INSURANCE—RATIFICATION BY INSURED, AFTER LOSS, OF POLICIES PROCURED BY AGENT WITHOUT AUTHORITY.—The president of a corporation, without authority from the corporation, secured from the defendant a fire policy in the name of the corporation covering certain of its goods. After a loss and with knowledge thereof, the corporation ratified the act of its president. In a suit against the insurer to enforce the policy, *Held,* (LACOMBE, J., dissenting) that the ratification bound the insurance company and recovery could be had. *Marqusee* v. *Hartford Ins. Co.* (C. C. A., 1912), 198 Fed. 475.